



VII. OTHER

Complete applications will contain the following information as well as the required attachments below:

- a. What are the target pollutants?
- b. What is the year of the project?
- c. Estimate emissions (or usage minimization) before and after.
- d. What is the funding required by the proposed project?
- e. Give a detailed description of the project.
- f. If applicable, what is the project location?
- g. State the short versus long-term goals.
- h. Provide an itemized equipment/material or service list to be purchased and the proportion of the cost of each item to be funded by the District.
- i. Describe any regional benefit that can be expected. How will this benefit be obtained? Quantify the benefit if possible (e.g., expecting emission reduction).
- j. Describe in detail, if any physical changes/additions to existing or new facilities, and related equipment proposed to implement the project.
- k. Describe/explain any additional information that would be beneficial to the project evaluation.

ATTACHMENTS

<i>A – Emission Reduction and Cost Effectiveness Calculation</i>	<i>pg. 2</i>
<i>B – Grant Contract Requirements</i>	<i>pg. 3</i>
<i>C – Grant Sample Contract</i>	<i>pg. 4</i>
<i>D – Application Form</i>	<i>pg. 12</i>
<i>E – Equipment/Vehicle Information Worksheet</i>	<i>pg. 14</i>

EXHIBITS

<i>A – Work Statement</i>	<i>pg. 15</i>
<i>B – Final Report Format</i>	<i>pg. 16</i>

ATTACHMENT A

EMISSION REDUCTION AND COST EFFECTIVENESS CALCULATIONS

The purpose of the cost-effectiveness calculation is to rank projects based on the amount of District Clean Air Funds spent per pound of pollution reduced.

Cost Effectiveness Calculations shall be completed using the latest automated version of the **"Automated Methods to Find the Cost Effectiveness of Funding Air Quality Projects For Year 2002-2003"** This tool is available on the internet at: www.arb.ca.gov/planning/planning.htm This tool is located in the California Air Resources Board Transportation Strategies and Air Quality Section. If you want a hard copy please contact Jeff Weir at (916) 445-0098 or jweir@arb.ca.gov.

Projects that cannot use the automated version should call or e-mail the staff contact to discuss the appropriate methodology to calculate the cost effectiveness of those projects.

Please Read and sign

ATTACHMENT B

GRANT CONTRACT REQUIREMENTS

1. Recipients of Clean Air Grant funds for year **2006** must claim and encumber the funds no later than **May 30, 2007**. For purposes of this program, "encumber" means to have issued purchase orders or entered into contracts to procure products or services. If funding is not encumbered by the deadline and unless an extension is granted, the District will recommend to the Board of Directors that the application and/or grant award be rescinded.
2. All projects have a two-year funding/completion cycle. Therefore, applicants awarded grant monies for year **2006** have two years to complete their projects. Request for an extension to the two-year period must be submitted in writing to the District. The final deadline for completion shall be in the year **2008**.
3. Each grant recipient is required to enter into a contract agreement with the District regarding the use of the Clean Air Funds. The Board of Directors approves the contract language. Any changes to the contract language may require prior Board approval and delay disbursement of the Clean Air Funds. **All contracts must be signed and returned to the District by May 27, 2006.**
4. Funds will be released in their entirety. Any unused grant money shall be returned to the District.
5. In order to receive grant funding all matching funds must be secured. Written confirmation of such funding commitments is required prior to the release of the Clean Air Funds. In the event funding commitments from other sources for the total cost of the project are not received within the stipulated time, the District shall have no obligation to provide funding for the clean air project(s).
6. If sufficient fee revenues are not made available to the District by the Department of Motor Vehicles, the District shall have no obligation to provide funding for the clean air project(s).
7. No work shall commence prior to the Contract start date, except at the applicant's cost and risk, and no charges are authorized by the District until a Contract is fully executed.
8. Once the funding list is established by District Board approval, the District will send a contract agreement. The grant recipient will return the signed contract, complete with Exhibit "A" - "Work Statement", Exhibit "B" - "Cost Schedule" and the necessary insurance certificates by **May 27, 2006**.
9. The level of insurance requirements may vary depending on the project. Please note that a requirement of the contract is to name the District as an additional insured in the amounts and types of insurance as stated in section seven (7) of the Contract, "Insurance Requirements".
10. Recipients of Clean Air Funds shall provide the District with a final report per the format shown in Exhibit "B" - "Final Report Format". **The final report shall be submitted after the project has been fully implemented for one (1) year. The report is due within 90 days following the one-year project implementation date.** The final report shall be complete, on letter size paper, and include illustrations and graphs, as appropriate, to document the work performed and results thereof under the contract. The final report will also describe, in detail where applicable, the reduction of mobile source air pollution emissions resulting from the project's implementation.

I have read and understand the above grant contract requirements.

Name (Please Print)_____ Signature:_____

ATTACHMENT C

SAMPLE CONTRACT

Contract No. _____

DESCRIPTION: **AGREEMENT FOR AB2766 FUNDING OF**

This AGREEMENT between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and the, (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, under AB 2766 (Health and Safety Code Section 44220 *et. seq.*), the PCAPCD has levied a \$6.00 fee on motor vehicles registered within the PCAPCD; and

WHEREAS, pursuant to AB 2766, the monies collected under these levies must be used to reduce air pollution from motor vehicles and for related planning, education, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act; and

WHEREAS, CONTRACTOR has requested that the PCAPCD provide AB 2766 monies to CONTRACTOR for those project(s) described in Exhibit A, subject to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has represented to the PCAPCD that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described project(s); and

WHEREAS, PCAPCD staff has carefully reviewed the described project(s) and have found them to be within the requirements of AB 2766 in that the project(s) are reasonably expected to reduce air pollution from motor vehicles and help in the further implementation of the California Clean Air Act and, on that basis, recommends that the Board of Directors of PCAPCD authorize a grant in the amount of \$_____ to CONTRACTOR for the project(s) described in Exhibit A;

NOW THEREFORE, In consideration of the promises and covenants set forth herein, the parties agree as follows:

1. Contract Period

- (a) This term of this contract shall begin on _____ and conclude _____. unless terminated,
- (b) This contract may be canceled by either party upon serving thirty (30) days notice in writing to the other party.

2. **Services**

- (a) CONTRACTOR agrees, during the term of the Agreement, to perform the contracting services set forth below and in Exhibit A - Scope of Work (hereinafter called "PROJECT").
- (b) CONTRACTOR shall be obligated to devote as much of its attention, skill and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the project.

3. **Payment**

- (a) PCAPCD agrees to pay for the services covered by this Contract pursuant to the payment schedule set forth below and in Exhibit "B"- Payment Schedule.
- (b) The amount paid to the CONTRACTOR shall constitute full payment for all services set forth herein. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written AGREEMENT by the PCAPCD.
- (c) CONTRACTOR shall bill the PCAPCD after purchase orders have been issued or contracts have been entered into for approved services. CONTRACTOR agrees to provide a detailed invoice to PCAPCD with copies of purchase orders or signed contracts. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.
- (d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to CONTRACTOR until PCAPCD is satisfied that work of such value has been rendered pursuant to the AGREEMENT. However, PCAPCD shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

PAYMENT SCHEDULE:

Applicant:

Budget: Total Project Amount: \$
 Amount Awarded by PCAPCD \$

Project Title:

Project Time Line: Proposed Start Date:
 Proposed End Date:

Activity Description - Total Project Amount

4. **Notices**

- (a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the

mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:

Placer County Air Pollution Control District
Attn: Air Pollution Control Officer
11464 B Avenue
Auburn, CA 95603

CONTRACTOR:

Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

5. **Obligations of Air Pollution Control District**

PCAPCD agrees to pay CONTRACTOR an amount not to exceed a maximum of \$_____ in accordance with the Payment Schedule, subject to all of the following limitations and requirements:

- a. Contractor has obtained all the additional funding anticipated by Paragraph 2(b) of this AGREEMENT.
- b. Contractor has obtained all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the project(s) described in Exhibit A.
- c. Labor, equipment, material, supply costs and other charges are in conformance with the requirements of Exhibit B.
- d. No component of the monies to be paid by PCAPCD to CONTRACTOR are for grant administration or any interest costs.
- e. PCAPCD shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of any project(s) described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule.
- f. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written agreement by the PCAPCD.
- g. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.

Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to CONTRACTOR under this AGREEMENT.

6. **Hold Harmless/Indemnity**

- a. As used in this section, the term PCAPCD includes the Placer County Air Pollution Control District and its administering agency if any, its board members, insurers, officers, agents, employees, and volunteers.

- b. The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PCAPCD free and harmless from any and all losses, claims, liens, demands, and causes of action, costs, damages, demands, expenses, fees-including attorney fees, injuries interest, judgements, lawsuits, liens, losses, and penalties, of every kind and character and without limitation by enumeration, (hereafter collectively "CLAIMS") arising in favor of any party against PCAPCD; occurring or in any way incident to, in connection with or arising directly or indirectly out of CONTRACTOR'S performance pursuant to this AGREEMENT.
- c. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any CLAIMS, demands made based on any CLAIMS at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the CLAIM or CLAIMS alleged are groundless, false, or fraudulent.
- d. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the PCAPCD or to enlarge in any way the CONTRACTOR'S liability.

7. Insurance Requirements

- a. CONTRACTOR shall file with the PCAPCD, concurrently herewith, Certificates of Insurance, in companies acceptable to PCAPCD, with a Best's rating of no less than A:VII, showing coverages for Workers Compensation, General Liability, Professional Liability, and Automobile Liability, as set forth below.
- b. Each policy shall be endorsed with the following specific language:
Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Placer County Air Pollution Control District."

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

- c. If CONTRACTOR does not hire employees, and does not hire subcontractors with employees, then the Workers' Compensation coverage, outlined below, will not apply.
- d. Evidence of Worker's Compensation Insurance as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than five hundred thousand dollars (\$500,000) each accident for bodily injury by accident, five hundred thousand dollars (\$500,000) policy limit for bodily injury by disease, and five hundred thousand dollars (\$500,000) each employee for bodily injury by disease.
- e. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- f. CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the PCAPCD upon demand.

GENERAL LIABILITY INSURANCE

- g. Evidence of Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for Contractual liability insuring the obligations assumed by CONTRACTOR in this AGREEMENT.
- h. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language: **"The Placer County Air Pollution Control District and its administering agency, its board members, officers, agents, employees, and volunteers are to be covered as additional insured for all liability or potential liability arising out of the operations by or on behalf of the named insured. This additional insurance, including any excess liability or umbrella form coverage, is primary coverage to the named additional insured with respect to any insurance or self-insurance programs maintained by the additional insured or their administering agency shall be called upon to contribute to a loss."**
- i. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- j. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of \$1,000,000.
- k. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy then the limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage.
 - One million dollars (\$1,000,000) for Products-Completed Operations.
 - One million dollars (\$1,000,000) General Aggregate. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be \$2,000,000.
- l. CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of PCAPCD, which consent, if given, shall be subject to the following conditions: The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy; and the limits of liability shall not be less than:
 - \$1,000,000 each occurrence, combined single limit for bodily injury and property damage.
 - \$1,000,000 aggregate for Products-Completed Operations.
 - \$1,000,000 General Aggregate.

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

- m. If Professional Liability Insurance for Errors and Omissions coverage is not customarily and reasonably available for the particular profession of which CONTRACTOR is a member, then this coverage will not apply.
- n. Evidence of Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE

- o. Evidence of Automobile Liability insurance covering bodily injury in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence, and one hundred thousand dollars (\$100,000) property damage for each occurrence.
- p. Covered vehicles should include owned, non-owned, and hired automobiles / trucks.

8. **Facilities, Equipment and Other Materials**

Except as set forth herein CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing services pursuant to this AGREEMENT. PCAPCD shall furnish CONTRACTOR only those facilities, equipment, and other materials, and shall perform those obligations listed herein.

9. **Non-Discrimination**

CONTRACTOR shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act, Government Code section 12900 et seq.

10. **Records and Documents**

- a. CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this Agreement, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b. CONTRACTOR agrees to return the PCAPCD, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared, by CONTRACTOR in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of the PCAPCD and may be used by the PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the CONTRACTOR under the terms of this contract shall be

at the sole discretion of the PCAPCD and CONTRACTOR shall bear no liability for the decisions on whether and how to use such documents.

11. **Independent Contractor Status**

- a. CONTRACTOR shall perform this contract as an independent contractor and not as an employee of PCAPCD. CONTRACTOR acknowledges that CONTRACTOR is not entitled to any of the PCAPCD'S fringe benefits, including without limitation, paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to CONTRACTOR hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of CONTRACTOR to provide all coverage necessary for CONTRACTOR'S own benefit and not as an employee of PCAPCD.
- b. Except as PCAPCD may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of PCAPCD in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this AGREEMENT to bind PCAPCD to any obligation whatsoever.

12. **Warranties**

CONTRACTOR warrants that its services are performed, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered.

13. **Licenses, Permits, Etc**

CONTRACTOR represents and warrants to PCAPCD that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to PCAPCD that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

14. **Assignment Prohibited**

CONTRACTOR may assign its rights and obligations under this AGREEMENT only upon the prior written approval of PCAPCD, said approval to be in the sole discretion of PCAPCD.

15. **Modification of Agreement**

This Agreement may be modified in whole or part only by way of a written modification signed by an appropriate representative of the PCAPCD and the authorized agent of the CONTRACTOR.

16. **Waiver**

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default by the other party.

17. **Entirety of AGREEMENT**

This AGREEMENT contains the entire agreement of the parties with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this AGREEMENT shall be binding or valid.

18. **Jurisdiction**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this AGREEMENT shall be brought and maintained to the extent allowed by law in the County of Placer, California.

19. **Exhibits**

All exhibits referred to herein are attached hereto are fully incorporated by this reference.

The parties so agree.

PCAPCD:

By: Thomas J. Christofk
Air Pollution Control Officer

Date

CONTRACTOR:

xxxxxxxxxxxxxx

Date

Approved as to form for PCAPCD:

Valerie D. Flood,
Placer County Counsel's Office

Date

I have read and understand the above sample grant contract.

Name (Please Print)_____ Signature:_____

**Application Form
ATTACHMENT D**

PROJECT TITLE:

CATEGORY:

Alternative Fuels []
Infrastructure/Vehicles []
Alternative Transportation []
Transit Services []
Public Education/Information []

PROJECT APPLICANT:

Person/Agency/Co. Name:

Mailing Address:

(Street or P.O. Box)

(City)

(State)

(Zip Code)

Phone Number:

Fax Number:

CONTACT PERSON:

Name:

Mailing Address:

(Street or P.O. Box)

(City)

(State)

(Zip Code)

Phone Number:

Fax Number:

E-Mail Address:

BRIEF DESCRIPTION OF PROJECT:

ATTACHMENT D

ATTACHMENT D
Application Form

FUNDING:

Funding Requested:

\$ _____

Source(s)

Other Funding:

\$ _____

\$ _____

\$ _____

\$ _____

TOTAL PROJECT COST:

\$ _____

SIGNATURE:

Signature of Authorized Representative: _____
(Original Signature Required/No Photocopies)

Print Name: _____

NOTE:

The applicant agrees to abide by the "Project Funding Schedule" as contained in the Clean Air Funds application package. The District reserves the right to recommend to the Board of Directors that the application and/or grant award be withdrawn if the "Project Funding Schedule" deadlines are not met.

For multiple projects, duplicate as necessary. An application form is required for each project. Applicants can split funding requirements between categories and do not have to submit separate applications for funds from different categories for the same project.

Read application package carefully. Project category specific information is required. Incomplete applications will not be accepted.

ATTACHMENT D

EQUIPMENT / VEHICLE WORKSHEET

Please fill in and check appropriate boxes

Name: _____ Phone _____

Number: (_____) _____

Existing Vehicle Use (ex. Ag Pump, Harvester,
Tractor): _____

Counties Equipment will be operated in:

☐ El Dorado☐ Placer☐ Sacramento☐ Solano☐ Sutter☐**Yolo****EXISTING Vehicle Information**

Vehicle Make	Vehicle Model	Vehicle Model Year	GVWR
Vehicle Identification Number	Fleet Identification Number	License Plate Number	Other Identifier

EXISTING Annual Vehicle Usage Information

	May to October Usage	November to April Usage	Total Operation
Miles			
Gallons or MPG			

EXISTING Engine Information

Make	Model	Year	Serial Number	HP	Hour Meter Reading
Fuel Type	<input type="checkbox"/> Diesel <input type="checkbox"/> Gasoline <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other				

EXISTING Annual Engine Usage Information

	May to October Usage	November to April Usage	Total Usage
Hours			

Proposed New Engine, Repower or Retrofit System Information

Make	Model	Year	Serial Number*	HP	Hour Meter Reading
Fuel Type	<input type="checkbox"/> Diesel <input type="checkbox"/> Gasoline <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other				

* Does not need to be filled in until after engine or retrofit system is installed

Comments: Submit a Separate Attached Page**Submit Completed Worksheet to:****Heather Kuklo, Placer County APCD****Fax (530) 889-7107 Direct Line (530) 745-2339**

EXHIBIT A

WORK STATEMENT

(Detailed statement of work to be performed, to be completed by District personnel.)

EXHIBIT B

FINAL REPORT FORMAT

The general format for the final report should include the following items and shall be submitted one year after project completion:

1. **Cover/Title Page/Agreement Number**
2. **Table of Contents** - If necessary for text, tables, figures, etc.
3. **Project Description as Implemented** - Describe project, outlining why the project was done, including the project scope and duration, details of execution.
4. **Copies of Paid Invoices** (if applicable)

Note: After the final report is submitted to the District, staff will conduct a performance evaluation on the project, which could include an on-site inspection.

In addition to the general format, the following items should be included for the specific category as listed below:

1. Describe any implementation problems.
2. Provide breakdown of project staff time needed to implement the project.
3. Provide invoices, purchase orders, and agreement number.
4. Describe any project scope changes from original application.
5. Provide amount of matching funds used.
6. Provide estimated project life.
7. Provide total VMT reductions - list data sources, assumptions and methodologies used to determine travel reductions.
8. Provide total trip reductions - list data sources, assumptions and methodologies used to determine travel reductions.
9. What are the positive and negative results of this project?
10. What additional maintenance, if any, will be required.